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Attorneys for Relators Scott Rose, Mary Aquino, Mitchell Nelson, and Lucy Stearns

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

UNITED STATES OF AMERICA, ex rel.
SCOTT ROSE, MARY AQUINO, MITCHELL
NELSON AND LUCY STEARNS,

Plaintiffs/Relators,

V.

STEPHENS INSTITUTE, a California corporation, doing business as ACADEMY OF ART UNIVERSITY, and DOES 1 through 50, inclusive,

Defendants.

Case No. 4:09-cv-05966-PJH

**STIPULATION OF DISMISSAL WITH
PREJUDICE PURSUANT TO
SETTLEMENT AGREEMENT AND
FRCP 41 AND ORDER**

Judge: Hon. Phyllis Hamilton
Location: Courtroom 3, 3rd Floor

1 TO THE COURT AND ALL PARTIES OF RECORD:

2 The parties have entered into a settlement agreement resolving all claims in this action.
3 Pursuant to Federal Rule of Civil Procedure 41(a)(1), and in accordance with and subject to the
4 terms of the settlement agreement, the parties stipulate that this action be dismissed with
5 prejudice. The Parties intend this dismissal to constitute a full and final judgment in this action.

6 The Parties have been informed that counsel for the United States of America will be
7 filing a consent to this dismissal.

8 The parties further stipulate that this Court should retain jurisdiction exclusively to
9 enforce the settlement agreement.

10 IT IS SO STIPULATED.

11 Dated: November 5, 2021

THE JAFFE LAW FIRM

12 /s/ Stephen Jaffe
13 By: Stephen Jaffe

14 Dated: November 5, 2021

**WAGSTAFFE, VON LOEWENFELDT,
BUSCH & RADWICK LLP**

16 /s/ James Wagstaffe
17 By: James Wagstaffe

18 Attorneys for Plaintiffs/Relators Scott Rose,
19 Mary Aquino, Mitchell Nelson, and Lucy
20 Stearns

21 Dated: November 5, 2021

GOMBOS LEYTON, P.C.

23 /s/ Steven M. Gombos
24 By: Steven M. Gombos (admitted pro hac
25 vice)

26 Attorneys for Defendant Stephens Institute
27 d/b/a Academy of Art University

1 **SIGNATURE ATTESTATION**

2 I hereby attest that all signatories listed above, on whose behalf this stipulation is
3 submitted, concur in the filing's content and have authorized the filing.

4
5 Dated: November 5, 2021

WAGSTAFFE, VON LOEWENFELDT,
6 BUSCH & RADWICK LLP

7 /s/ James Wagstaffe

8 By: James Wagstaffe

9 Attorneys for Plaintiffs/Relators Scott Rose,
10 Mary Aquino, Mitchell Nelson, and Lucy
11 Stearns



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